

**WELCOME
To**



**Temporary
Employee Handbook**

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Welcome to BlueSun, Inc.

BlueSun, Inc. is an State of Oregon Qualified Rehabilitation Facility providing employment service targeted at veterans and those with disabilities. We provide our clients with highly qualified, skilled personnel to serve in a wide variety of positions.

About this Handbook

This employee handbook contains information about the employment policies and practices of the Company. We expect each employee to read this handbook carefully, as it is a valuable reference for understanding BlueSun, Inc. and your employment with our Company.

BlueSun, Inc. reserves the right to revise, delete, or add to any and all policies, procedures, work rules or benefits stated in this handbook, with the exception of the at-will employment policy and arbitration provision. No oral statements or representations can change or alter the provisions of this handbook.

Nothing in this handbook or in any other personnel document, is intended to create a contract of continued employment, for any employee.

You must abide by the policies and procedures of each individual client company in which you are assigned.

Your Responsibilities

As a BlueSun, Inc. employee you are responsible for, but not limited to the following:

- Reading and understanding this Employee Handbook
- Adhering to the client's policies and procedures
- Asking for help if you have a concern or if there is anything you do not understand
- Arriving at your assignment on time
- Working safely and doing your best work
- Displaying a positive and helpful attitude
- Representing BlueSun, Inc. to the best of your ability
- Completing your work assignment

Work Rules

In order for employees to understand BlueSun's basic expectations of behavior, a list of behaviors that the company considers unacceptable is given. This list is not considered all-inclusive but should be used as a set of guidelines only. Any employee found engaging in these behaviors will be subject to discipline up to and including termination.

- Failure to be at the work place, ready to work, at the regular starting time.
- Willfully damaging, destroying, or stealing property belonging to fellow employees, BlueSun or the client.
- Fighting or engaging in horseplay or disorderly conduct.
- Refusing or failing to carry out any instructions of a supervisor.
- Ignoring work duties or loafing during working hours.
- Intentionally giving any false or misleading information to obtain employment or a leave of absence.
- Punching another employee's time card.
- Falsifying any records.
- Smoking contrary to established policy or violating any other fire protection regulation.
- Willfully or habitually violating safety or health regulations.

- Failing to wear clothing conforming to standards set by the BlueSun or the client.
- Not taking proper care of, neglecting, or abusing BlueSun or the client equipment and tools.
- Using BlueSun or the client equipment in an unauthorized manner.
- Possessing firearms or weapons of any kind on BlueSun or the client's property.
- Distributing copies of building or office keys or the security pass codes without authorization.
- Willful violation of any BlueSun or client policies.
- Coming to work under the influence of alcohol, prescription or non-prescription drug that renders you unfit to work (See the Drug and Alcohol Policy for more details.)

Call Us if You Have Questions or Concerns

BlueSun, Inc. is available to assist you if you have any questions or concerns about your work assignments, your employment with BlueSun or any issues you may have with your supervisor, coworkers or others.

When BlueSun, Inc. Offers You an Assignment

- When BlueSun, Inc. has an assignment for you, BlueSun, Inc. will provide the following information:
- The client's name and the location where you will be working
- Your start date, work hours and estimated length of your assignment, if applicable
- The name of the person to contact at the work site on your first day
- What your job duties
- Your hourly pay rate
- Appropriate work attire

Before You Accept an Assignment

- Prior to accepting a position, ask yourself the following questions: Do you have the required safety equipment and protective gear?
- Do you understand the job description, and the required hours for work?
- Do you have reliable transportation?
- Do you know the location of, and directions to, the assignment?
- Do you have any prior commitments such as personal appointments, which may conflict with you accepting the assignment?

Telephones

Personal calls, both incoming and outgoing are not permitted, except in emergencies.

Electronic Data Systems

BlueSun, Inc. and/or client may maintain a voice-mail system, an electronic mail (e-mail) system and/or various other systems to assist in the conduct of business. These systems, including the equipment and the data stored in the system are, and remain at all times, the property of BlueSun, Inc. and/or client. As such, all messages created, sent, received or stored in the system are and remain the property of BlueSun, Inc. and/or client. All information and data maintained by BlueSun, Inc. and/or client should be considered confidential and should not be disclosed to unauthorized personnel.

Please see APPENDIX A: COMPUTER USE POLICY and sign and return the EMPLOYEE AGREEMENT ON USE OF E-MAIL AND THE INTERNET.

Employee Responsibilities

- As an employee, you will comply with all occupational safety standards, rules and regulations while on the job.
- You will also adhere to all BlueSun, Inc. policies and procedures including the job site location rules and regulations regarding BlueSun, Inc.'s safety and health policies.
- You will not work outside the scope of your experience or assignment, including areas that are not authorized by BlueSun, Inc.
- You are to report all unsafe acts, assignments, injuries and complaints to BlueSun, Inc. immediately.

Availability for Work

After each assignment is completed, you must contact BlueSun, Inc. each week to let us know of your availability for work.

Employment at BlueSun, Inc.

EMPLOYMENT AT BLUESUN, INC. IS EMPLOYMENT “AT-WILL”. Employment may be terminated for any reason with or without cause or notice at any time by you or BlueSun, Inc. Nothing in this handbook or in any oral statement shall limit the right to terminate employment at-will.

With the exception of the at-will nature of the employment relationship, BlueSun, Inc. reserves the right to determine or modify at any time, without prior notice, all of the terms and conditions of employment, including, without limitation, promotions, demotions, assignments, wages, hours, work rules and benefits, whether or not they are included within this Handbook. All such determinations or modifications to the Handbook must be in writing. Only the CEO has the authority to make any agreement limiting the Company's right to determine or modify such terms and conditions of employment or to make any agreement for employment other than for employment at-will, and then only in writing.

Equal Employment Practices

BlueSun, Inc. is an equal opportunity employer. This means we do not discriminate in employment decisions or policies in violation of the law on the basis of any legally protected status, including but not limited to race, color, national origin, citizenship status, creed, religion, gender, age, marital status, physical or mental disability, sexual orientation, gender identification, political affiliation, veteran status, or any other status protected by law.

BlueSun Inc. offers employment opportunities to individuals with disabilities, BlueSun, Inc. will make reasonable accommodations for the known physical or mental limitations of a qualified individual with a disability.

Time Keeping for Payroll

Your work hours are to be recorded on a time card or by a time clock. You are responsible for making sure your time is recorded properly and accurately. You must record your own time. **Never** record the time of another employee. Your immediate supervisor will verify the amount of time you worked. Your supervisor is required to sign your timecard in order for you to be paid. Timecards are **due** at BlueSun, Inc. **by 12:00 pm on Mondays**.

Online Time Sheet

Here are the instructions for our new online timesheets. Online timesheets can be found on our website, www.bluesuninc.com. The required information at the top is:

- Employee Name
- Employee Phone number
- Employee email
- Manager name
- Manager email
- Week Ending Date (Sunday is our week ending)

Hourly employees: Please complete each day's information including start/end times, meal start/end times and total hours worked. You must also complete the last 4 boxes including weekly totals and your signature.

Salaried employees complete the last 4 boxes

- Total hours
- Total overtime hours
- Total overall hours
- Employee Signature

When you type in your name you are electronically signing the time card.

After signature to complete the process click submit. This will send a copy of the timesheet to your supervisor for authorization at the email address you entered. It will also send a copy to you for your records.

Supervisors: To authorize and submit an electronic timesheet first review the hours. If correct you click reply and write "approved" in the email, then click send to submit. This will automatically send the authorized timesheet to our payroll department for payment.

Family and Medical Leave

BlueSun, Inc. will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

Paid Time Off-PTO

PTO Accrual.

- Accrual is one hour of paid leave for every 30 hours worked.
- Accrual begins on the first day of employment.
- Maximum 40 hours accrual per calendar year.
- Maximum 40 hours carry over into next calendar year.
- Salaried exempt employees are presumed to work 40 hours per week.
- Eligibility
- Eligible to use PTO on 91st day of employment.

PTO Usage

Usage PTO may only be used when employee is on a current assignment. A maximum usage of 40 hours may be used per calendar year.

PERMISSIBLE USE OF PTO FOR SICK LEAVE.

- For the employee's mental or physical illness, injury or health condition; need for medical diagnosis or preventative medical care.
- To care for a family member with a mental or physical illness, injury or health condition; need for medical diagnosis or preventative medical care.
- Parental leave.
- Bereavement leave.
- Domestic violence leave.

Employees must comply with the usual and customary sick leave notification procedure of the current assignment.

If the need for leave is foreseeable, the employee must provide written notice as soon as practicable in advance. Employees must make a reasonable effort to schedule the leave so as not to unduly disrupt agency operations. If the reason for sick leave is unforeseeable, the employee must provide notice before the start of the employee's shift or as soon as is practicable.

Employees who use sick leave for more than three consecutive scheduled work days may be required to provide verification from a health provider.

PERMISSIBLE USE OF PTO FOR VACATION

Usage PTO may only be used when employee is on a current assignment and for paid absence for hours employee is otherwise scheduled to work. Employees must schedule the leave so as not to unduly disrupt agency operations and comply with the usual and customary PTO authorization policies.

PERMISSIBLE USE OF PTO FOR HOLIDAYS

Usage PTO may only be used when employee is on a current assignment and for paid absence for hours employee is scheduled to work with the exception that for employees working the week of the following holidays may use PTO for holidays by writing hours they wish to use for the holiday on the time sheet, or requesting their supervisor to do so if appropriate.

PTO use is authorized for the following holidays: New Year's Day, Independence Day, Thanksgiving and Christmas Day. Holiday PTO will only be paid if you work a normal schedule the week of the holidays and are scheduled to return after the holiday to a normal work shift. There is no additional payment if you work a holiday.

PAY RATE FOR PTO

For employees who are paid multiple hourly rates of pay, the regular rate of pay means either:

The wages the employee would have been paid for the period of time in which sick time is used as already scheduled; or

The weighted average of all regular rates of pay during the previous pay period.

Cash will not be paid in lieu of Accrued time. No cash value upon termination or end of assignment. PTO will not be paid out after assignment is ended for the school year.

Unemployment Compensation

BlueSun, Inc. contributes to the State Unemployment Insurance Fund on behalf of its employees.

Social Security

Social Security is an important part of every employee's retirement benefit. BlueSun, Inc. pays a matching contribution to each employee's Social Security taxes.

Workers' Compensation

You are protected by Workers' Compensation Insurance while an employee of BlueSun, Inc. The policy covers you in case of occupational injury or illness by providing, among other things, medical care, compensation and vocational rehabilitation. To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to immediately report any/all work-related injuries to your supervisor and BlueSun, Inc. by phone at (541)207-3212.

BlueSun, Inc. shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment.

Payday

The typical BlueSun, Inc. pay period is Monday through Sunday. Paychecks are issued on the following Friday.

Payment Options

You may elect to receive your pay via the following options, see BlueSun, Inc. for further details on:

Direct Deposit

Your paycheck is electronically deposited into your bank account on the specified payday. There is NO charge for this service. Utilizing this convenient service eliminates:

- Waiting for US mail delivery
- The need to personally pick up your check
- "Check cashing" fees or hassles
- The possibility of your paycheck being lost or stolen

If you do not have a bank account BlueSun can provide you with a no-fee ATM card that your paycheck can be electronically deposited onto. This card can be use for any transaction that a standard bank ATM card can be used for.

United State Postal Service

Your check will be mailed to your current home address. It is important that you update your file if your home address changes.

Payroll Deductions

We are required by law to withhold certain deductions from your paycheck. We will withhold the following taxes as prescribed by State and Federal laws:

- Federal Income Tax
- Social Security Tax
- Medicare Tax
- State Income Tax (if applicable)
- Local Tax (es) (if applicable)
- State Disability Tax (if applicable)

In addition, we are required to recognize court orders, liens and wage assignments. If we receive notification that such payroll deductions are required, we will begin withholding immediately. You may request certain payroll deductions for training or safety equipment purchases, credit union deposits, etc. Please see BlueSun, Inc. regarding any limitations on our ability to process these deductions.

Paycheck Error

In case of an error on your paycheck, please contact BlueSun, Inc. Except in the case of an emergency, any necessary adjustments will appear on your next paycheck.

Overtime

As needed, employees may be required by BlueSun, Inc. or a client to work overtime. Any overtime work **must** be previously authorized by a supervisor. BlueSun, Inc. provides compensation for all overtime hours worked by *non-exempt* employees in accordance with State and Federal law. Normally overtime is paid on any time worked over 40 hours in a one week period.

Exempt employees are expected to work as much of each day as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees. If you have any questions regarding your employment status (exempt vs. non-exempt), please contact BlueSun, Inc.

Personnel Records

The information recorded in your personnel file is important. Make sure that your personal data on file is accurate and up to date. Please report any change of address, phone numbers, etc. to BlueSun, Inc. immediately.

As an employee of BlueSun, Inc. you may inspect your personnel file, as provided by law. Any request for information from your personnel file must be directed to BlueSun, Inc.

Health/medical records are not included in your personnel file. These records are confidential. BlueSun, Inc. will safeguard them from disclosure and will divulge such information only as allowed by law.

Confidentiality

All records and files maintained by BlueSun, Inc. and/or client companies are confidential and remain the property of BlueSun, Inc. and/or client companies. Records and files are not to be disclosed to any outside party.

Confidential information obtained during or through employment with BlueSun, Inc. and/or client company may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. BlueSun, Inc. reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

Employees may be required to enter into written confidentiality non-disclosure agreements confirming their understanding of these BlueSun, Inc. and/or client company policies.

Please see APPENDIX B: BLUESUN CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

Dress Code

Because each employee is a representative of BlueSun, Inc. in the eyes of the public and our clients, it is important that each employee report to work properly groomed and wearing appropriate attire. You will be given a dress code for each assignment.

Punctuality and Attendance

As an employee of BlueSun, Inc., you are expected to be reliable, have good attendance and be punctual. Any tardiness or absence can cause inconvenience to your co-workers, your supervisor and our clients.

If you are unable to report for work on any particular day, you must call BlueSun, Inc. at least **2 hours** before the time you are scheduled to begin working for that day.

Voluntary Terminations

If you decide to leave your employment with BlueSun, Inc., we ask that you give us at least two weeks' notice. This will give our clients and us the opportunity to make the necessary arrangements. All BlueSun, Inc. owned property (e.g. vehicles, keys, uniforms, equipment, identification badges, etc.) must be returned at the time of termination.

Unlawful Harassment

BlueSun, Inc., as your employer, must take all reasonable steps to prevent discrimination and harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, BlueSun, Inc. maintains a strict policy prohibiting sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, sexual orientation, gender identification, age, or any other basis protected by federal, state or local law. All such harassment is unlawful and will not be tolerated. BlueSun, Inc. is committed to taking all reasonable steps to prevent discrimination and harassment from occurring.

Sexual Harassment

Sexual harassment in any form will not be tolerated by or towards any BlueSun employee.

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Employees who believe they are being harassed should report it to immediate supervisor and/or BlueSun, Inc. Human Resources as soon as possible.

Protection Against Retaliation

BlueSun, Inc.'s policy prohibits retaliation against any employee by another employee or by BlueSun, Inc. for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a federal or state enforcement agency. Additionally, BlueSun, Inc. will not knowingly permit any retaliation against any employee who complains of sexual harassment or who participates in an investigation. BlueSun, Inc.'s policy prohibits retaliation against any employee who opposes sexual harassment.

Drug and Alcohol Policy Statement

BlueSun, Inc. strictly prohibits the following:

- Possession, use or being under the influence of alcohol or an illegal or controlled substance while on the job;
- Driving a BlueSun, Inc. or client's vehicle while under the influence of alcohol or an illegal or controlled substance;
- Distribution, sale or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct **will not** be tolerated. The Company may also bring the matter to the attention of appropriate law enforcement authorities. All client rules and procedures must also be followed.

In order to enforce this policy, BlueSun, Inc. reserves the right to require pre-employment, random, and for cause drug screens.

Please see APPENDIX C: BLUESUN DRUG AND ALCOHOL POLICY

Workplace Violence/Statement of Policy

The safety and security of BlueSun, Inc. employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect BlueSun, Inc., BlueSun, Inc. employees, or which occur on BlueSun, Inc. property, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in BlueSun, Inc. operations, including, but not limited to, BlueSun, Inc. personnel, contract and temporary workers and/or anyone else on BlueSun, Inc. property. Violations of this policy by any individual will lead to disciplinary and/or legal action as appropriate.

Safe and Defensive Driver Policy

All employees must use seat belts and shoulder restraints (if available) whenever they operate a vehicle on company business. The driver is responsible for seeing that all passengers in the front and rear seats are buckled up. Do not make outgoing cell phone calls while driving on company business. If you must make a call, text, or if an incoming call is received while driving, pull over to continue the call as soon as you can safely do so. Any employee who is authorized to use any vehicle for company business must be certified as successfully completing the National Safety Council State of Oregon Certified Defensive Driving Course. Please see APPENDIX D: SAFE AND DEFENSIVE DRIVING TRAINING POLICY

Health and Safety

BlueSun recognizes that employees represent our most valuable resource and considers the health and safety of its employees, the community, and its customers, as a matter of the highest priority.

It is the policy of BlueSun to maintain a safe and healthful work place, and to comply fully with Oregon-OSHA rules. Any accidents that result in personal injury or illness, and/or damage to property and equipment must be reported as soon as possible. Any near miss or situation that could result in injury, and/or damage to property and equipment should also be reported as soon as possible.

Safety is an integral and inseparable component of all operations and must be supported by all employees to achieve a zero-injury objective.

Employees must assume responsibility to assist BlueSun in preventing accidents.

Common sense and personal interest in safety are still the greatest guarantees of your safety at work, on the road, and at home. We take your safety seriously and any willful or habitual violation of safety rules will be cause for discipline up to and including termination.

The cooperation of every employee is necessary to make this company a safe place in which to work. Help yourself and others by reporting unsafe conditions or hazards immediately to your supervisor. Remember, it's every employee's responsibility to be on the lookout for possible hazards.

Place trash and paper in proper containers.

Safety Equipment

Your supervisor will see that you receive any personal protective equipment (PPE) required for your job. Use them as instructed and take care of them.

Good Housekeeping

Your work location should be kept clean and orderly. Place trash in the proper receptacles. Stock shelves carefully so items will not topple.

Specific Safety Rules and Guidelines

To ensure your safety, and that of your co-workers, please observe and obey the following rules and guidelines:

- In case of sickness or injury, no matter how slight, report at once to your supervisor.
- Where required, you must wear protective equipment, such as goggles or safety glasses, etc.
- Keep your work area clean.
- Do not tamper with electric controls or switches.
- Do not overload electrical outlets
- Use surge strips in place of extension cords whenever possible
- Do not stretch cords across aisle or walkways.

APPENDIX A: COMPUTER USE POLICY

Purpose:

- A. To remain competitive, better serve our customers, and provide our employees with the best tools to do their jobs, The Company makes available to our workforce access to one or more forms of electronic media and services, including computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, Internet and the World Wide Web.
- B. The Company encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the company are company property and their purpose is to facilitate and support company business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.
- C. To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet.

Prohibited Communications:

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- Defamatory or threatening;
- In violation of any license governing the use of software; or
- Engaged in for any purpose that is illegal or contrary to The Company policy or business interests.

Personal Use:

The computers, electronic media and services provided by The Company are for business use to assist employees in the performance of their jobs. Personal use of company computers is not allowed.

Access to Employee Communications:

- A. The Company reserves the right to gather logs for most electronic activities or monitor employee communications directly, e.g., telephone numbers dialed, sites accessed, call length, and time at which calls are made, for the following purposes:
 - Cost analysis;
 - Resource allocation;
 - Optimum technical management of information resources; and
 - Detecting patterns of use that indicate employees are violating company policies or engaging in illegal activity.
- B. The Company reserves the right, at its discretion, to review any employee's electronic files and messages to ensure electronic media and services are being used in compliance with the law, this policy and other company policies.
- C. Employees should not assume electronic communications are private. Accordingly, if they have sensitive information to transmit, they should use other means.

Software:

To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through The Company may be downloaded. Employees should contact the system administrator if they have any questions.

All software purchased for the use by employees will be registered to The Company rather than under individual employee's names.

No software may be copied for private use.

Security/Appropriate Use:

- A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company management, employees are prohibited from engaging in, or attempting to engage in:
- Monitoring or intercepting the files or electronic communications of other employees or third parties;
 - Hacking or obtaining access to systems or accounts they are not authorized to use;
 - Using other people's log-ins or passwords; and
 - Breaching, testing, or monitoring computer or network security measures.
- B. No e-mail or other electronic communications can be sent that attempts to hide the identity of the sender or represent the sender as someone else.
- C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- D. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, download, modify or forward copyrighted materials except as permitted by the copyright owner.
- E. Downloads should be limited to company business.

Encryption:

Employees can use encryption software supplied to them by the systems administrator for purposes of safeguarding sensitive or confidential business information. Employees who use encryption on files stored on a company computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

Participation in Online Forums:

- A. Employees should remember that any messages or information sent on company-provided facilities to one or more individuals via an electronic network—for example, Internet mailing lists, bulletin boards, and online services—are statements identifiable and attributable to The Company.
- B. The Company recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

Violations:

Any employee who abuses the privilege of their access to e-mail or the Internet in violation of this policy may be subject to corrective action up to and including termination of employment, legal action, and criminal liability.

APPENDIX B: BLUESUN CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

You as an employee of BlueSun, Inc. will perform services for BlueSun, Inc. and/or the Clients of the BlueSun, Inc. which may require BlueSun, Inc. and/or the Clients of the BlueSun, Inc. to disclose confidential and proprietary information to you. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to your services for BlueSun, Inc. and/or the Clients of the BlueSun, Inc. and/or the Clients of the BlueSun, Inc., the business or operations of BlueSun, Inc., and/or the products, drawings, plans, processes, or other data of BlueSun, Inc. and/or the Clients of the BlueSun, Inc.). Accordingly, to protect the BlueSun, Inc. Confidential Information that will be disclosed to you, you agree as follows.

- A. You will hold the Confidential Information received from BlueSun, Inc. and/or the Clients of the BlueSun, Inc. in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. You will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by BlueSun, Inc..
- C. You will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for BlueSun, Inc. and/or the Clients of the BlueSun, Inc..
- D. You will, upon the request or upon termination of his/her relationship with BlueSun, Inc., deliver to BlueSun, Inc. any drawings, notes, documents, equipment, and materials received from BlueSun, Inc. and/or the Clients of the BlueSun, Inc. or originating from its activities for BlueSun, Inc..
- E. BlueSun, Inc. shall have the sole right to determine the treatment of any information that is part or project specific received from you, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as BlueSun, Inc. may deem appropriate.
- F. BlueSun, Inc. reserves the right to take disciplinary action, up to and including termination for violations of this agreement.
- G. You represent and warrant that you are not under any preexisting obligations inconsistent with the provisions of this Agreement.

APPENDIX C: BLUESUN DRUG AND ALCOHOL POLICY

It is BlueSun's policy is to balance respect for individual privacy with the need to keep a safe, productive, drug-free environment. It is our desire to prevent alcohol and substance abuse and encourage those who abuse drugs or alcohol to seek assistance. It is BlueSun policy to employ those individuals who do not use illegal drugs or abuse alcohol or abuse prescription drugs, on or off the job. Anyone who violates this policy is subject to disciplinary action, up to and including termination of employment. Any employee who is subject to D.O.T. testing is subject to testing for drugs and/or alcohol in accordance with the D.O.T. regulations, and to all provisions.

Prohibited Conduct:

Employees Shall Not:

Report for work under the influence of alcohol or any controlled substance, intoxicant, or illegal drug; Engage in the use of alcohol drugs or possess controlled substances or drug paraphernalia on Company premises or on Company time, including rest and lunch periods. (Unopened/sealed alcohol containers stored in an employee's automobile for transport (i.e., store to home) will not be considered a violation of this policy.)

Company functions both on and off premises will be drug free. Alcohol may only be served with prior approval from the Executive Committee. In the event alcohol is served at company functions or events, steps will be taken to insure attendee access to motor vehicles is prevented if alcohol is consumed in excess.

Medically Authorized (Prescription) Drugs and Over the Counter Drugs

1. It is the employee's responsibility to ask the physician or pharmacist if the prescribed drug or over-the-counter drug would impair job performance.
2. Abuse of medically authorized or over-the-counter drugs is a violation of this policy.
3. The Company retains the right to question the employee's physician regarding unsafe side effects of any prescriptions he or she is currently using.

Testing for The Presence of Drugs and Alcohol

1. An employee may be required to submit to a test if reasonable suspicion exists to believe that an employee is functionally impaired.
2. Reasonable suspicion will exist if there is first-hand observation by one supervisor of questioned behavior or deterioration of performance and the same supervisor documents in writing as soon as possible that the employee's conduct or actions are indicative of alleged impairment.
3. Reasonable suspicion will exist if an employee sustains an on the job injury resulting in lost time or medical treatment, including off-site first aid.
4. Testing shall require a urine sample. Should alcohol be suspected, a breath test (if available) will also be required - or a blood sample if the employee so requests. The laboratory or their designee will collect all samples.
 - a. **Presumption Positive.** Initial test at the lab indicates positive prohibited substance. Requires GC/MS confirmation at lab.
 - b. **Dilute.** Represents aggressive hydration (meaning consumption of a lot of fluid). The collection site makes the dilution determination at the time of collection and will not submit any dilute samples to the lab for further drug analysis. If the sample is dilute, the employee is fed snacks (cookies, crackers, chips) and is required to wait 1.5 hours at the test site for a re-collection. In the rare event the re-collection sample is still dilute, employee will be fed snacks again and required to wait an additional 1.5 hours before a second re-collection.
 - c. **Adulterated Sample.** This test shows that there is something in the sample that should not be (indications of pH too low, nitrite levels too high, etc.). It will be treated as a positive sample.

- d. Substituted Sample. This test shows that the sample is not human urine; that something else such as yellow colored tap water was substituted. This test sample result will be treated as a positive sample.
 - e. Not Suitable Sample/Specimen Unreliable for Testing. A substance is detected in the confirmation test that is not identifiable and interferes with the lab confirming results. These interfering substances include prescription / non-prescription drugs and some food products. Under this scenario, the MRO will be contacted to find out from the employee any reason for the interference and employee will be given directions for additional testing.
5. Should an employee refuse to submit to a test, that employee shall be subject to discipline up to and including termination.
 6. Any employee who is subject to D.O.T. regulations will be subject of random testing testing for drugs and/or alcohol in accordance with the D.O.T. regulations, and to all provisions may Random drugs and/or alcohol testing for all other employee's may be conducted at company discretion.
 7. The testing facility will forward a positive test to a qualified Medical Review Officer to determine if there may be a reason for positive test that does not violate the company drug and alcohol policy. If no reason can be found, only then will the company be informed that there has been a positive test.
 8. The Company shall initially select reputable sampling and testing facilities for base testing and confirmatory testing at the Company's expense. The facility must meet all the standards as set forth by NIDA (National Institute on Drug Abuse) or College for American Pathologists of Laboratory Performance and must employ certified medical technologists and technicians.
 - a. The employee will have the opportunity to review the mechanics of the testing program, but this shall not unreasonably delay the test.
 - b. All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same becomes reasonably available.
 9. If an employee tests positive under the above circumstances, the employee may at the company's discretion be offered the option of rehabilitation by a recognized competent facility. The employee may be entitled to use available vacation on his request. If necessary, the employee may be given an unpaid leave of absence for such purpose. If the employee qualifies, the group health insurance coverage will be continued at the employee's expense. The leave of absence may be allowed only if an employee is enrolled in a rehabilitation program by a recognized competent facility. Upon successful completion of the program, the employee may at the company's discretion be reinstated. If the employee refuses the option of rehabilitation the employee will be disciplined up to and including termination.
 - a. If the counselor determines the employee does not need the drug treatment program, the employee may at the company's discretion return to work without pay for the time lost. The employee may still be disciplined up to and including termination that employee will be required to complete 12 months of random testing.
 - b. All test results will be kept confidential and, on a need, to know basis.
 - c. The employee shall be subject to random testing for a period of 12 months starting with the initial date of return from treatment.
 - d. The employee may be on probation for two years following the end of twelve months of random testing. Any testing during the probationary period for cause, i.e. "reasonable suspicion", that results in a positive test shall be cause for discipline up to and including termination.

Fitness for Duty

1. When there is a reasonable suspicion test, the employee is not to return to work until fitness for duty is established. Fitness is defined as drug-free as documented by NIDA testing.
2. This time will be treated as a suspension pending the outcome of the testing.
3. Absent any other concurrent disciplinary action, the employee will be paid for the time lost from work if the test results are negative.

Violation of Policy

Employees who violate the drug and alcohol policy are subject to disciplinary action, up to and including termination. Misconduct or policy violations will be subject to normal disciplinary rules and practices, even if drug or alcohol related. Possession of drugs, alcohol, or paraphernalia in violation of this policy will subject an employee to discipline, up to and including termination.

Definitions

For the purpose of this policy, the following definitions are provided:

- "Presence" is the DETECTABLE LEVEL of alcohol or drugs in an employee's blood, urine, or breath as determined by the testing agency and Company;
- "Controlled Substances" are all forms of narcotics, depressants, stimulants, hallucinogens, whose sale, purchase, transfer, use or possession is prohibited by law. Cannabis while legal to consume in Oregon will still fall into the category of a controlled substance for purposes of this policy.
- "Over-the counter Drugs" are those that are generally available without prescription from a medical doctor and are limited to those drugs that can impair the judgment of an employee to safely do his/her duties;
- "Medically Authorized (Prescription) Drugs" are those drugs that are used during medical treatment and have been prescribed and authorized for use by a licensed physician, practitioner, or dentist;
- "Drug Paraphernalia" are any items that are used for the sole purpose of administering or storing of prohibited drugs.
- Detectable Levels will be established by current NIDA levels observed by the testing laboratory.

APPENDIX D: SAFE AND DEFENSIVE DRIVING TRAINING POLICY

BlueSun is strongly committed to a sound and thorough defensive driving policy. All employees who drive person, company or client vehicles as part of their employment with BlueSun will always drive in the safest manner possible. Specifically, our drivers must operate vehicles in accordance with and obey all traffic laws as well as drive in a safe and prudent manner. Any employee who is authorized to use any vehicle for company business must be certified as successfully completing the National Safety Council State of Oregon Certified Defensive Driving Course.

The basic course outline of the Defensive Driving Course should include the following topics:

- Distracted, fatigued and impaired driving
- Substance impairment
- Sharing the road
- Habits of defensive driving
- Vehicle technology and safety features
- Personal driving behaviors and risk-taking tendencies
- Hazard identification and risk assessment challenges
- Scenario-based training
- Application of knowledge and skills testing
- Personal plan for making effective driving choices

New employees drive person, company or client vehicles as part of their employment with BlueSun shall be required to complete the Defensive Driving Course satisfactorily before starting their driving assignment.

RECEIPT & ACKNOWLEDGMENT OF BLUESUN, INC. EMPLOYEE HANDBOOK

I acknowledge receipt of the handbook and understanding to read and abide by the BlueSun, Inc. Temporary Employee Handbook. I agree to conform to the rules, policies, and procedures of BlueSun, Inc. including APPENDIX A: COMPUTER USE POLICY and APPENDIX B: BLUESUN CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

I understand that neither spoken nor written representations, including this Handbook, creates an express or implied contract of employment between the BlueSun, Inc. and me. I agree that my employment is at-will so that I may voluntarily leave employment upon proper notice and may be terminated by my supervisor at any time for any reason.

I understand and agree that the provisions of the Handbook may be amended or revised at any time at the discretion of the BlueSun, Inc. CEO and that the Handbook is not an exhaustive statement of the BlueSun, Inc. rules, policies, and procedures. I understand and agree that the handbook supersedes any previously issued policies, procedures, or handbooks.

Employee's Printed Name

Position

Employee's Signature

Date

The signed original copy of this Receipt and Acknowledgment will be forwarded to the Human Resources Officer. It will be filed in your personnel file.